

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**DANIEL BRAND and MARCELA
CASTRO,**

Plaintiffs,

Case No. 24 CV 1759 (JMF)

v.

TQTO CORP. and JOSEPH BEDWELL,

Defendants.
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[proposed] DEFAULT JUDGMENT

It is hereby **ORDERED, ADJUDGED, AND DECREED**, that Plaintiffs' motion for default judgment is GRANTED. Default judgment is entered against Defendants TQTO Corp. and Joseph Bedwell, jointly and severally, and in favor of Plaintiffs Daniel Brand and Marcela Castro in the total amount of \$_____ as follows. Plaintiff Brand is awarded \$6,859.74 in back wages under the New York Labor Law ("NYLL"), plus 9% prejudgment interest accruing from April 8, 2023 and totaling \$_____; \$17,535.46 in liquidated damages; \$5,000 in wage notice statutory damages; and \$5,000 in wage statement statutory damages. Plaintiff Castro is awarded \$7,728.72 in back wages under the NYLL, with 9% prejudgment interest accruing from March 8, 2023 and totaling \$_____; \$35,941.52 in liquidated damages; \$5,000 in wage notice statutory damages; and \$5,000 in wage statement statutory damages. Plaintiffs Brand and Castro are awarded \$12,607.62 in attorneys' fees and costs. If the judgment is not entirely paid within 90 days of judgment, or 90 days after the expiration of time to appeal and no appeal is then pending, whichever is later, the total amount of judgment shall automatically increase by 15 percent. The Court also awards post-judgment interest pursuant to 28 U.S.C. § 1961.

Dated: New York, New York
_____, 202_

By: _____
Hon. Jesse M. Furman, U.S.D.J.